Form: 05M
Release: 4.1

MORTGAGE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY — Office of State Revenue use only

(A) TORRENS TITLE: 20/755714A, 20/755714B and 2/1148316

(B) LODGED BY — Document Collection Box; Name, Address or DX, Telephone, and Customer Account Number if any; Reference:; CODE: M

(C) MORTGAGOR: MOUNT WARNING ECO VILLAGE PTY LTD (ACN 613 275 102)

mortgages to the mortgagee all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

(D)
* annexure A hereto
* memorandum No. filed pursuant to section 80A Real Property Act 1900

(E) Encumbrances (if applicable): N/A

(F) MORTGAGEE: MOLLUMBIN HOLIDAYS PTY LTD (ACN 606 581 364)

(G) TENANCY:

DATE

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: MOUNT WARNING ECO VILLAGE PTY LTD (ACN 613 275 102)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [signature] — Signature of authorised person: [signature]

Name of authorised person: PHILLIP JOHN DIXON — Name of authorised person: MARTIN MADOREN
Office held: Director — Office held: Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: MOLLUMBIN HOLIDAYS PTY LTD (ACN 606 581 364)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [signature] — Signature of authorised person:

Name of authorised person: ADRIAN PETER BRENNOCK — Name of authorised person:
Office held: Sole Director/Secretary — Office held:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1282

Annexure A to MORTGAGE

Parties:

MOUNT WARNING BCO VILLAGE PTY LTD (ACN 613 775 102) AND WOLLUMBIN MORTGAGE PTY LTD (ACN 606 581 364)

Dated: 7 June 2017

THE MORTGAGE OVER 30/755714A, 30/755714B AND 3/1148316 IS CREATED PURSUANT TO THE PROVISIONS OF ANNEXURE A ATTACHED HERETO.

Annexure B to MORTGAGE

Parties:

WOLLOMBIN HORIZONS PTY LTD (ACN 606 581 364) AND WOLLOMBIN HORIZONS PTY LTD (ACN 606 581 364)

Dated: 7 June 2017

THIS MORTGAGE OVER 30/755714A, 30/755714B AND 3/1148514 IS CREATED PURSUANT TO THE PROVISIONS OF ANNEXURE B ATTACHED HERETO.

ANNEXURE A 1193

Title Reference

20/755714A, 20/755714B and 2/1148316

This is the Annexure A referred to in the Mortgage dated 7 June 2017 between **WOLLUMBIN HORIZONS PTY LTD (ACN 606 581 361) AS TRUSTEE OF THE BHULA BHULA COMMUNITY TRUST)** (**Mortgagee**) and **MOUNT WARNING ECO VILLAGE PTY LTD (ACN 613 275 102)** (**Mortgagor**)

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Accounts means, for a period, a profit and loss statement (or statement of financial performance) and statement of cashflows for that period, and a balance sheet (or statement of financial position) as at the end of that period, together with any notes ancillary to them and any statement or report (including any directors' declarations and any auditors' report) that is required by law to be prepared in relation to them.

Adverse Effect means, in respect of a person, a material adverse effect in the opinion of the Mortgagee on:

(a) its business, property or financial condition;

(b) its ability to perform its obligations under any of the Transaction Documents; or

the effectiveness or priority of any Security Interest in any of the Transaction Documents.

Agreement means the document entitled "Loan Agreement" dated on or about the date of this document between the Mortgagor and the Mortgagee in its capacity as Facility Agent and Security Trustee and Mortgagee.

Attorney means any attorney appointed under the Transaction Documents.

Authorisation means:

(a) an approval, authorisation, consent, declaration, permit, licence, exemption, notarisation or waiver, however it is described; and

(b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Authorised Representative means, for a party, a company secretary or director of the party or an employee of the party whose title includes the word "manager" or "director"; a person who is acting temporarily in one of those positions; or a person, or a person holding a position, nominated by the party to the other party.

Bank means a bank as defined by section 5 of the *Banking Act 1959 (Cth)* or a bank constituted under a law of a state.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

Borrower means the borrower named as Borrower in the Agreement.

Collateral Security means a Security or Guarantee (other than this document) including the documents referred to in clause 2.2 from any person that secures (or otherwise provides for payment of any Secured Money.

Contamination means, for any land, the presence in, on or under the land of a substance (including a chemical, a mineral or any natural or human produced substance) at a concentration above the concentration at which the substance is naturally present (respectively) in, on or under the land or land in the same locality.

Corporations Act means the *Corporations Act 2001* (Cth).

Credit Code means any National Consumer Credit Code of Australia which applies to any Regulated Contract secured by this Mortgage or to any Regulated Contract related to a Regulated Guarantee which is secured by this Mortgage.

Crown means the Crown in right of the Commonwealth of Australia, or in right of a state.

Environment means all components of the earth, including:

(a) land, air and water;

(b) any layer of the atmosphere;

(c) flora and fauna;

(d) any organic or inorganic matter;

(e) any living organism (including humans);

(f) any human made or modified structure or area;

(g) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste or texture; and

(h) natural ecosystems that include any of the components referred to in (a) to (g) above.

Environmental Approval means an Authorisation under an Environmental Law.

Environmental Law means any statute or common law:

(a) authorising or controlling the use of land, air or water, or the erection, placement or removal of structures and buildings;

(b) about the storage, handling or transport of dangerous goods, hazardous material, asbestos or waste;

(c) relating to occupational health and safety; or

(d) that has as one of its purposes or effects the protection of the Environment.

Event of Default means an event or circumstance described in clause 8.1, or described in any other provision of this document as being an Event of Default.

Government Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person; or

(c) a person (whether autonomous or not) who is charged with the administration of a law.

Guarantee means a guarantee, indemnity, letter of credit, performance bond, acceptance or endorsement, or other undertaking or obligation:

(a) to provide funds (including by the purchase of property), or otherwise to make property available, in or to enable payment or discharge of;

(b) to indemnify against the consequences of default in the payment of; or

(c) otherwise to be responsible for;

an obligation (whether or not it involves the payment of money), or otherwise to be responsible for the solvency or financial condition, of any other person.

Improvements means all improvements, buildings, fences, structures, fixtures and fittings which are now or in the future on, or form part of, the Land.

Insolvency Event means, in respect of a person:

(a) an order being made, or the person passing a resolution, for its winding up;

(b) an application being made to a court for an order for its winding up;

(c) an administrator being appointed to the person;

(d) (i) the person resolving to appoint a Receiver or analogous person to the person or any of the person's property;

(ii) an application being made to a court for an order to appoint a Receiver, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or

(iii) an appointment of the kind referred to in paragraph (d)(i) being made (whether or not following a resolution or application);

(e) the holder of a Security Interest taking possession of any of the person's property;

(f) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(g) the person:

(i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or

(ii) being taken by applicable law to be (or if a court would be entitled or required to presume that the person is) unable to pay its debts or otherwise insolvent;

(h) the process of any court or authority being invoked against the person or any of its property to enforce any judgment or order for the payment of money or the recovery of any property;

(i) the person dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason;

(j) the person taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act);

(k) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

(l) any analogous event,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the **Mortgagee**.

Land means the land identified in this document as being the land the subject of this document.

Mortgagee means the entity named in item 4 of the Mortgage as being the Mortgagee.

Lease means:

(a) any lease, sub-lease, licence or other right to use or occupy the Property;

(b) any agreement to grant any of those things; and

(c) an extension or renewal of any of those things.

(d) Mortgagee

Mortgage means the Form 2 Mortgage together with the attached Schedules, Annexure and Enlarged Panel, between the Mortgagee and Mortgagor dated on or about the date of the Agreement and entered into pursuant to the Agreement.

Mortgagee means the same as Mortgagee.

Mortgagor means the party identified at Item 3 of the Mortgage as being the Mortgagor.

Notice means any written or unwritten requirement (such as a direction, order, demand or licence) from any Government Agency to take any action or refrain from taking any action, in respect of the Property or its use in connection with any Environmental Law.

Overdue Rate means the Higher Interest Rate as specified in the Agreement.

Permitted Security means:

(a) a Security created under the Transaction Documents;

(b) a lien that arises by operation of law in the ordinary course of ordinary business, where the amount secured is not overdue or is being diligently contested in good faith; or

(c) a Security that the Mortgagee approves before it arises, where the amount secured does not increase, and the time for payment of that amount is not extended, beyond the amount and time approved by the Mortgagee.

Pollution means the release, emission or discharge into the Environment of a substance which directly or indirectly causes or has the potential to cause damage or harm to any aspect of the Environment, and includes:

(a) pollution of air;

(b) pollution of water;

(c) noise; and

(d) pollution of land.

Potential Event of Default means an event or circumstance which, with the passage of time or the giving of notice or both, would become an Event of Default.

Property means:

(a) the Land;

(b) all estates in the Land;

(c) all Improvements;

(d) all natural resources on, above or under the Land;

(e) all easements and other rights enjoyed in relation to the Land;

(f) all Authorisations concerning the Land or the Improvements; and

(g) all rights and things that the law considers to be part of the Property.

Receiver means:

(a) a receiver or a receiver and manager; or

(b) anyone else who (whether or not as agent for the person) is in possession, or has control, of that property to enforce a Security.

Regulated Contract means a contract for the provision of credit to which the Credit Code applies.

Regulated Guarantee means a guarantee to which the Credit Code applies.

Regulated Mortgage means a mortgage to which the Credit Code applies.

Relevant Person means each of the Mortgagor, any person who guarantees repayment of the Secured Money and any subsidiary of any of them.

Secured Money means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the Mortgagor to the Mortgagee on any account at any time, whether:

(a) present or future, actual or contingent, including legal costs and expenses arising from default;

(b) incurred alone, jointly, severally or jointly and severally;

(c) the Mortgagor is liable on its own account or the account of, or as surety for, another person and without regard to the capacity in which the Mortgagor is liable;

(d) due to the Mortgagee alone or with another person;

(e) the Mortgagee is entitled for its own account or the account of another person;

(f) arising from a banker and customer relationship or any other relationship;

(g) originally contemplated by the Mortgagor or the Mortgagee or not; and

(h) the Mortgagee is the original person in whose favour any of the above amounts were owing or an assignee and, if the Mortgagee is an assignee:

(i) whether or not the Mortgagor consented to or knew of the assignment;

(ii) no matter when the assignment occurred; and

(iii) whether or not the entitlements of that original person were assigned with this document.

Security means a mortgage, charge, pledge, lien, hypothecation or title retention arrangement, a right of set-off or right to withhold payment of a deposit or other money, a notice under section 255 of the *Income Tax Assessment Act 1936* (Cth), subdivision 260-A in Schedule 1 to the *Taxation Administration Act 1953* (Cth) or any similar legislation, or an easement, restrictive covenant, caveat or similar restriction over property, or an agreement to create any of them or to allow any of them to exist.

Security Interest means a Security that secures the payment of money or the performance of an obligation, or any other interest or arrangement of any kind that gives a creditor priority over other creditors in relation to any property.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Title Document means any original, duplicate or counterpart document relating to title, use or possession of the Property including any certificate of title, grant, conveyance or other dealing, report, lease, licence or agreement for services.

Transaction Documents includes the Agreement and every Security, guarantee or other document or agreement created or entered into by the Mortgagor or any person as security for payment of any of the Secured Money.

1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(v) anything (including a right, obligation or concept) includes each part of it; and

(vi) this document includes any document executed by the Mortgagor that incorporates provisions of this document by reference, any document which is an attachment to any of such documents and the security constituted by this document.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word is defined, another part of speech has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.

(g) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.

(h) Words which are defined in the Agreement have the same meaning in this Mortgage.

1.3 **Business Days**

If the day on or by which a person must do something under this document is not a Business Day:

(a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and

(b) in any other case, the person must do it on or by the previous Business Day.

1.4 **Multiple parties**

If a party to this document is made up of more than one person, or a term is used in the Transaction Documents to refer to more than one party:

(a) an obligation of those persons is joint and several;

(b) a right of those persons is held by each of them severally; and

(c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):

(i) a representation, warranty or undertaking is given by each of them separately; and

(ii) a reference to that party or that term in clause 8.1 or in any other provision of this document which describes an event or circumstance as an Event of Default is a reference to each of those persons separately.

2. MORTGAGE

2.1 Mortgage Security

The Mortgagor agrees to mortgage all its interest in the Property in favour of the Mortgagee to secure the punctual payment of the Secured Money.

2.2 Collateral Security

This document is collateral to and secures the same money as is secured by any Security (excluding this document) referred to in the Deed.

3. PAYMENT OF SECURED MONEY AND INTEREST

3.1 Secured Money - Payment

Subject to clause 8.1, the Mortgagor must punctually pay the Secured Money to the Mortgagee:

(a) in accordance with the Agreement between the Borrower and the Mortgagee; or

(b) if there is no written agreement regarding payment or after default under any written agreement:

(i) on demand, at a place and by a method reasonably required by the Mortgagee; and

(ii) by 2pm local time in the place where payment is to be made.

3.2 Interest - Payment

The Mortgagor must pay interest to the Mortgagee on demand by the Mortgagee on any of the Secured Money which is owing, but unpaid.

3.3 Rate of Interest

The rate of interest payable under this clause is the higher of:

(a) the rate specified in any written agreement between the Mortgagor and the Mortgagee;

(b) the Overdue Rate; and

(c) if the Mortgagor's liability to pay the Secured Money becomes merged in any judgment or order, the rate of interest payable under the judgment or order.

3.4 Calculation of Interest

The interest payable under this clause:

(a) accrues daily from (and including) the due date for payment of the relevant amount of the Secured Money up to (but excluding) the actual date of payment and is calculated on actual days elapsed and a year of 365 days (in a leap year, a year of 366 days);

(b) is paid monthly in arrears; and

(c) will be compounded by the Mortgagee daily and capitalised monthly (both before and after any judgment or order).

4. REPRESENTATIONS AND WARRANTIES

4.1 General representations and warranties

The Mortgagor represents and warrants to the Mortgagee that:

(a) if it is a natural person, the Mortgagor is not bankrupt, of unsound mind or incapable of managing its own affairs;

(b) if it is a company, it and each of its subsidiaries is a company limited by shares under the Corporations Act;

(c) it has full legal capacity and power to:

(i) own its property and to carry on its business; and

(ii) enter into the Transaction Documents and to carry out the transactions that they contemplate;

(d) if it is a company, it has taken all corporate action that is necessary or desirable to authorise its entry into the Transaction Documents and its carrying out the transactions that they contemplate;

(e) it holds each Authorisation that is necessary or desirable to:

(i) enable it to property execute the Transaction Documents and to carry out the transactions that they contemplate;

(ii) ensure that each of the Transaction Documents is legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business,

and it is complying with any conditions to which any of these Authorisations is subject;

(f) each of the Transaction Documents constitute legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), and this document and each Collateral Security is an effective Security Interest over the property that is stated to be subject to it with the priority that it contemplates, subject to any necessary stamping or registration;

(g) its payment obligations under each of the Transaction Documents rank ahead of all its unsecured and unsubordinated payment obligations (whether present or future, actual or contingent), other than obligations that are mandatorily preferred by law;

(h) neither its execution of the Transaction Documents, nor the carrying out by it of the transactions that they contemplate, does or will:

(i) contravene any law to which it or its property is subject or any order of any Government Agency that is binding on it or its property;

(ii) contravene any Authorisation;

(iii) contravene any undertaking or instrument binding on it or its property;

(iv) if the Mortgagor is a company, contravene its constitution; or

(v) require it to make any payment or delivery in respect of any debt before it would otherwise be obliged to do so;

ANNEXURE A

Title Reference

20/758714A, 20/7557148 and 2/1148316

(i) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, threatened which, if adversely decided, could have an Adverse Effect on it or any of its subsidiaries (if applicable);

(j) Accounts:

(i) the Accounts and any other financial statements and reports that it has given to the Mortgagee have been prepared in accordance with the laws of Australia and (unless inconsistent with those laws) generally accepted accounting principles consistently applied;

(ii) the Accounts that it has given to the Mortgagee give a true and fair view of the financial condition of it and each of its subsidiaries (if applicable) as at the date to which they are made up and of the results of operations of it and each of its subsidiaries (if applicable) for the period that they cover; and

(iii) there has been no change since the date of the most recent Accounts that it has given to the Mortgagee that could have an Adverse Effect on it or any of its subsidiaries (if applicable) on a consolidated basis;

(k) the other information and reports (if any) that it has given to the Mortgagee in connection with the Transaction Documents are true and accurate in all material respects and not misleading in any material respect (including by omission); and

l) any forecasts and opinions in them are fair and reasonable (and were made or formed after due inquiry and consideration),

as at the date of this Mortgage, or if given later, when given;

(l) it has disclosed to the Mortgagee all the information that is material to an assessment by the Mortgagee of the risks that it assumes by entering into the Transaction Documents;

(m) it is not necessary or desirable, to ensure that any the Transaction Documents are legal, valid, binding or admissible in evidence, that the Transaction Documents or any other document be filed or registered with any Government Agency, or that any Taxes be paid;

(n) no Event of Default or Potential Event of Default has occurred and is continuing, and it is not in breach of any other document or agreement in a manner that could have an Adverse Effect on it;

(o) no Receiver is currently appointed in relation to its property, or any property of any of its subsidiaries (if applicable); and

4.2 Representations and warranties in respect of the Property

The Mortgagor represents and warrants to the Mortgagee that:

(a) it has an absolute and indefeasible title to the Property as owner of an estate in fee simple free from any Security or any other interest, and full power to mortgage the Property in the manner provided in this document;

(b) the Property is free from all Security other than Permitted Security;

(c) the Mortgagor and every occupier of the Property has complied with all Environmental Laws relating to the Property and any business conducted on the Property;

(d) every material Environmental Approval has been issued, is current and has been complied with in all material respects;

(e) the Property has never been used for anything which Contaminated the Property or caused any Pollution and there is no Contaminant on, in, under or migrating to or from the Property;

(f) the Mortgagor has not received, and is not aware of the issue of or of any occupier of the Property receiving, any Notice;

(g) as far as it is aware, no other party has, or claims, any rights in or affecting the Property; and

(h) it has told the Mortgagee about any encroachments by or upon the Property.

4.3 **Repetition of representations and warranties**

The representations and warranties in this clause are taken to be repeated on the following dates, on the basis of the facts and circumstances as at that date:

(a) each date that the Mortgagee gives any financial accommodation to the Mortgagor; and

(b) each date that any Secured Money is outstanding.

4.4 **Reliance on representations and warranties**

The Mortgagor acknowledges that the Mortgagee has executed this document and agreed to take part in the transactions that this document contemplates in reliance on the representations and warranties that are made or repeated in this clause.

4.5 **No representations by the Mortgagee**

The Mortgagor acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Mortgagee in deciding to enter into this document or to exercise any right under it.

5. **MORTGAGOR'S UNDERTAKINGS**

5.1 **General undertakings**

The Mortgagor must:

(a) ensure that no Event of Default occurs;

(b) if it is a company, maintain, and ensure that each of its subsidiaries maintains, its status as a company limited by shares under the Corporations Act;

(c) comply with, and ensure that each of its subsidiaries (if applicable) complies with, all applicable law and requirements including by paying when due all Taxes for which it or its property is assessed or liable (except to the extent that these are being diligently contested in good faith and by appropriate proceedings and it or the relevant subsidiary has made adequate reserves for them);

(d) keep, and ensure that each of its subsidiaries (if applicable) keeps, proper books (as defined in the Corporations Act) recording its activities and those of each of its subsidiaries (if applicable), (including financial records in accordance with the Corporations Act), and permit the Mortgagee or its representatives on request to examine and take copies of them;

(e) obtain and maintain each Authorisation that is necessary or desirable to:

(i) execute the Transaction Documents and to carry out the transactions that they contemplate;

(ii) ensure that each of the Transaction Document are legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business,

and must comply with any conditions to which any of these Authorisations is subject;

(f) if it is a company, not appoint, and ensure that none of its subsidiaries appoints, an administrator without prior notice to the Mortgagee; and